
TBRA Program Manual

State of Wisconsin
Department of
Administration
Division of Energy,
Housing and
Community
Resources

Program Rules and Guidance
for the HOME Tenant-Based
Rental Assistance (TBRA)
Program

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Chapter 1: General Information

Introduction

The Wisconsin Department of Administration's (DOA) Division of Energy, Housing and Community Resources (DEHCR) developed this handbook as a resource for the HOME Tenant-Based Rental Assistance (TBRA) program. TBRA Grantees are required to follow all requirements, policies, and procedures in this guide. Grantees may only operate the types of programs that have been included in the written contract with the state. In the event of conflict between the language specified in the contract and this handbook or other supporting documents, the provisions in the contract shall take precedence.

HOME Investment Partnership Program (HOME)

The HOME Investment Partnership program (HOME) was signed into law as Title II of the Cranston Gonzalez National Affordable Housing Act in 1990 and has been amended several times by subsequent legislation. The HOME program is federally administered by the U.S. Department of Housing and Urban Development (HUD) and was created to help create housing opportunities for households that earn no more than 80% of the county median income (CMI).

The intent of the HOME program is to:

- Provide decent affordable housing to low- and very low-income households.
- Expand the capacity of nonprofit housing providers.
- Strengthen the ability of state and local governments to provide housing.
- Leverage private-sector participation.

HOME funds are allocated by formula to state and local governments, referred to as participating jurisdictions (PJs). PJs can utilize HOME funds for the following housing activities:

- Homeowner rehabilitation and reconstruction.
- Homebuyer assistance (acquisition, rehabilitation, and new construction).
- Rental housing development and rehabilitation.
- Tenant-based rental assistance (TBRA).

Tenant-Based Rental Assistance (TBRA) Program

TBRA is a rental subsidy program that Grantees can utilize to help individuals and households afford housing costs such as rent and security deposits. Grantees may also provide program participants with utility assistance in combination with their rent assistance, if applicable.

There are several types of TBRA programs. The most common type of program provides payments that bridge the gap between the amount that a household can afford to pay for housing and local rent standards. HOME TBRA programs differ from other types of HOME rental housing activities in three ways:

1. TBRA programs help clients (people rather than a specific project).
2. TBRA subsidies move with the tenant. If the household no longer wishes to rent a particular unit and the lease has expired, the household may take its rental subsidy and

move to another rental property. Grantees may also establish a "portability" program that permits tenants to utilize their subsidy outside of their jurisdiction or may require tenants to utilize the TBRA subsidy to rent a unit located within their jurisdiction. Inspections and recertification requirements still apply.

3. The level of the TBRA subsidy varies. The amount of the rental subsidy is based upon the income of the household, the unit the household selects, and the rent standard rather than being tied to the Grantee's high and low HOME rents.

Chapter 2: Application Process

Eligible Applicant Agencies

Applicant agencies must have current, direct experience in providing housing services to persons experiencing homelessness or at-risk of homelessness.

The following applicant agencies may apply:

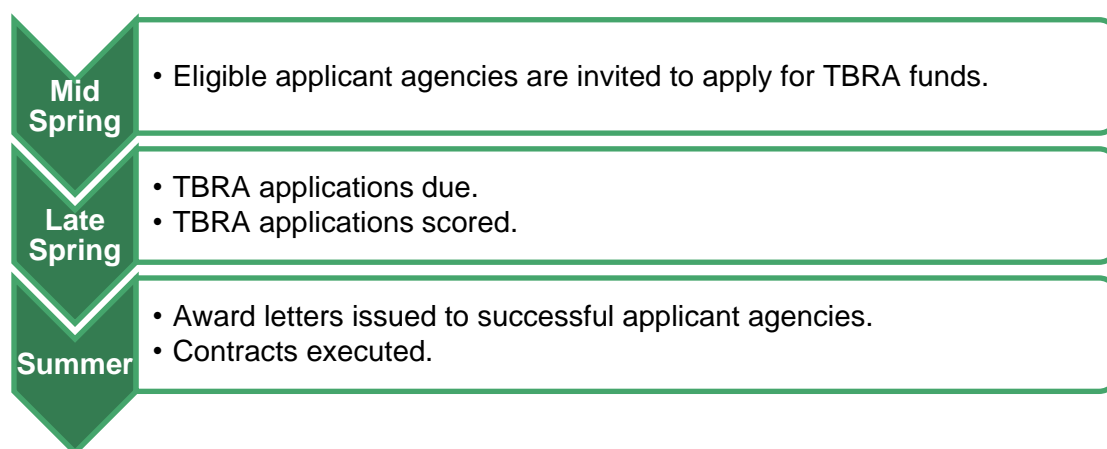
- A county or municipal governing body or governmental agency.
- A federally recognized American Indian tribe, band, or tribal agency.
- A community action agency, as defined in s. [49.265\(2\)\(a\)](#), Stats.
- A private nonprofit organization, as defined under s. [108.02\(19\)](#), Stats.
- A nonstock corporation that is organized under ch. [181](#) and that is a nonprofit corporation, as defined in s. [181.0103\(17\)](#), Stats.
- A housing and community development authority.
- A religious society organized under [ch. 187](#).

Applicant agencies located in HUD non-entitlement areas are eligible to apply. HUD entitlement areas include the cities of Eau Claire, Green Bay, Kenosha, La Crosse, Madison, Milwaukee, and Racine; the Waukesha/Jefferson/Washington/Ozaukee County Consortium; and Milwaukee, Dane, and Rock counties.

Applicant agencies must be registered with the Federal System for Award Management ([SAM](#)) and may not be listed on SAM's list of debarred contractors. Applicant agencies listed on the debarred list are not eligible to receive and administer the TBRA program.

Application Timeline

The TBRA application timeline is dependent upon the HUD allocation process and is subject to change. Typically, the TBRA application timeline is as follows:



Program Design Recommendations/Requirements

Housing First and Rapid Re-Housing Program Models

DEHCR encourages applicant agencies to adopt a Housing First philosophy and/or Rapid Re-Housing program model.

The [National Alliance to End Homelessness](#) defines 'Housing First' as follows:

Housing First is a homeless assistance approach that prioritizes providing people experiencing homelessness with permanent housing as quickly as possible – and then providing voluntary supportive services, as needed. This approach prioritizes client choice in both housing selection and in-service participation.

Housing First programs share critical elements such as:

- A focus on helping individuals and families access and sustain permanent rental housing as quickly as possible.
- A variety of services delivered to promote housing stability and individual well-being on an as needed and entirely voluntary basis.
- A standard lease agreement for housing – as opposed to mandated therapy or services compliance.

[HUD](#) defines 'Rapid Re-Housing' as follows:

[Rapid Re-Housing] will provide financial assistance and services to prevent individuals and families from becoming homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized. The funds under this program are intended to target individuals and families who would be homeless but for this assistance. The funds will provide for a variety of assistance, including short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

Supportive Services

DEHCR requires applicant agencies to make their best effort to provide supportive services to program participants. Applicant agencies may provide supportive services directly or contract services through another entity.

Supportive services include but are not limited to case management, mental health services, and job training.

Clients may be encouraged but **cannot** be required to participate in supportive services; as such, they cannot be terminated from the TBRA program due to non-participation in supportive services.

Self-Sufficiency Programs

Applicant agencies may choose to operate their TBRA program as a self-sufficiency program. For the purposes of the TBRA program, DEHCR defines a 'self-sufficiency program' as:

A program whose goal is to increase clients' earned income and reduce their dependency on public assistance by providing education, job training, counseling, and other forms of social service assistance in addition to rent assistance so that clients can acquire the skills necessary to obtain self-sufficiency.

Self-sufficiency programs may require clients to participate in supportive services; however, clients still **cannot** be terminated due to non-participation. However, they may be denied renewal of their assistance.

Program Design Requirements

TBRA programs must comply with applicable HOME regulations, including unit occupancy standards, client income requirements, Housing Quality Standards (HQS), rent payment standards, rent reasonableness, and administrative provisions. Applicant agencies should review the [2025 HOME Final Rule](#) and [24 CFR Part 92](#) for additional information.

Funding Cycle

The TBRA program has a competitive application process that occurs on an annual basis. Eligible applicant agencies that are awarded TBRA funding receive contracts with a two-year performance period. The two-year performance period ensures that eligible applicant agencies have the necessary funding available to support new clients with up to 24 months of assistance.

Application Attachments

During the TBRA application process, documentation beyond the application itself is required. Required attachments include:

- SAM.gov Registration and Debarment Status
- TBRA Service Area/Target Population(s) MOU, if applicable
- TBRA Submittal Authorization
- TBRA Program Assurances

SAM.gov Registration and Debarment Status

The applicant agency and its subrecipients must provide documentation from [SAM.gov](#) (System for Award Management) showing an active registration and non-debarment/no active exclusions. Instructions on how to obtain that documentation can be found on [DEHCR's website](#).

TBRA Service Area/Target Population(s) MOU

DEHCR recommends that only one applicant agency offers the TBRA program per county to reduce confusion amongst persons in need of assistance. If it is determined that another applicant agency and/or a current Grantee is already serving the county that the applicant agency is proposing to include in their service area, an MOU between agencies must be

drafted. The MOU must describe specific target population(s) that will be served, how clients will be referred to the appropriate agency, and how long the MOU will remain in effect.

Refer to the TBRA Grantee map found on [DEHCR's website](#) to see the counties served by the TBRA program.

TBRA Submittal Authorization

The applicant agency and its subrecipients must complete and sign the submittal authorization to attest that all information contained in the application is accurate and complete as stated.

TBRA Program Assurances

The applicant agency and its subrecipients must complete and sign the program assurances stating that they will adhere to them for the 24-month duration of the agreement.

TBRA Match

Applicant agencies must make a best effort to provide a 25% match contribution of the TBRA program funds awarded. TBRA funds used for administrative costs are not required to be matched.

Match contributions must be made from non-federal sources. Match can be provided in the form of cash, donations, grants, or in-kind services.

The direct cost of supportive services provided to households receiving assistance during their participation in the TBRA program are eligible forms of match. The supportive services must be necessary to facilitate independent living or be required as part of a self-sufficiency program. Examples of supportive services include case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, and job training and counseling.

Award Process

The HOME Investment Partnership Program (HOME) funds several different programs throughout the state of Wisconsin: Rental Housing Development (RHD) program, Homebuyer and Rehabilitation (HHR) program, and Tenant-Based Rental Assistance (TBRA) program. With multiple programs vying for the same source of federal funding, TBRA funds shall be distributed based on the following allocation process:

1. **Application** – It is essential for an applicant agency to address all the components of the application questions in a clear and concise manner. All responses provided throughout the TBRA application will be reviewed and graded based on a scoring rubric. The scores will be ranked against other applicant agencies that propose similar service areas.
2. **Service Area** – DEHCR highly recommends that only one applicant agency offers the TBRA program per county to reduce confusion amongst persons in need of assistance. If it is determined that more than one applicant agency is proposing to include a county within their service area, those agencies must demonstrate communication with one

another and provide their TBRA service area/target population(s) MOU with the submission of their applications.

3. **Previous Contract Spending** – DEHCR will factor the amount of funding spent in the previous two contract periods to determine the funding awards for eligible applicant agencies.

Recommendations of eligibility for TBRA funding will be made by administrative review and presented to DEHCR's administrator for approval. The Division reserves the right to negotiate the agreement amount, authorize budget items, and authorize specific program content with eligible applicant agencies prior to executing an agreement. All aspects of the application will become contractual obligations. The performance period of the contract will be from July 1st through June 30th with two, two-year renewal options available, based on performance. **All funds must be expended during the two-year performance period and cannot be carried into the following year.**

Justifiable modifications may be made during the performance period only through prior consultation with, and written approval from DEHCR. Failure of the applicant agency to accept these obligations may result in cancellation of the award.

Chapter 3: Policies, Procedures, and Requirements

General Policies

Accessibility Practices/Resources

The Grantee and its Subrecipients should have resources and practices in place to communicate with all potential clients including those with limited or no English proficiency. Further, facilities and programming should be accessible to people with disabilities including, but not limited to, people with vision loss, hearing loss, physical/mobility concerns, and learning disabilities.

Amendment

The Grantee and its Subrecipients understand that the Department will not entertain a request for any amendment to the agreement within thirty (30) days of the end of the performance period.

Anti-Lobbying *(24 CFR Part 87)*

The Grantee and its Subrecipients shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee and its Subrecipients are required to have a policy in place to ensure compliance with anti-lobbying requirements. The Grantee and its Subrecipients shall not use state or federally appropriated funds to pay, by or on behalf of it, any person for influencing or attempting to influence any governmental or affiliated governmental officer or employee. If any funds other than state or federally appropriated funds are used to influence or attempt to influence as aforementioned, the Grantee and its Subrecipients must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Applicability of Uniform Administrative Requirements

The Grantee and its Subrecipients shall comply with the uniform administrative requirements of [2 CFR Part 200](#), with exceptions as provided for under [24 CFR § 92.505](#).

Confidential, Proprietary, and Personally Identifiable Information

The Grantee and its Subrecipients must develop written procedures to implement Article 36 of the agreement as well as any other applicable regulations. Procedures must also ensure the following:

- A. The address or location of any person assisted under the agreement will not be made public except with written authorization of the person responsible for the operation of the program.
- B. The confidentiality of records pertaining to any person assisted under the agreement, including protection against the release of the address or location of any services except with the written authorization of the person responsible for the operation of the program.
- C. No party may use or disclose any information concerning any person who requests or receives services except with the informed, written consent of the individual or the individual's legal guardian.

Conflict of Interest (24 CFR § 92.356)

The Grantee and its Subrecipients must have and comply with organizational, individual, and procurement conflict of interest policies.

A. Organizational Conflict of Interest

The Grantee and its Subrecipients must not condition assistance on a person's acceptance of housing or another good or service owned by the Grantee or a department or division of the Grantee or any subrecipients or subcontractors of the Grantee.

B. Individual Conflict of Interest

The individual conflict of interest regulations prohibits financial gain for self, family, or those with business ties. No person who exercises responsibility over the program or who is in a position to participate in a decision-making process or gain inside information with regard to the program may:

- i. Obtain a financial interest or benefit from an assisted activity.
- ii. Have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity.
- iii. Benefit from an assisted activity, either for themselves or for those with whom they have family or business ties, during their tenure or during the one-year period following their tenure.

C. Procurement Conflict of Interest

The Grantee and its Subrecipients must maintain written standards governing the performance of their employees engaged in awarding and administering contracts related to the agreement. At a minimum, these standards must:

- i. Require that no employee, officer, agent of the Grantee/Subrecipient shall participate in the selection, award, or administration of a contract supported by grant funds if their participation would create a real or apparent conflict of interest.
- ii. Require that the Grantee's/Subrecipients' employees, officers, and agents not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
- iii. Stipulate provisions for penalties, sanctions, or other disciplinary actions for violations of these standards.

The existence of a potential conflict of interest does not automatically prohibit a person from receiving services. If a possible conflict of interest exists, the Grantee and its Subrecipients must gain approval from the Department prior to the provision of services.

Any Grantee or its Subrecipients who violates the above will be required to repay funds disbursed for which there is an identified conflict of interest unless an exception is granted by the Department.

Debarred or Suspended Subrecipients (24 CFR § 5.105(c))

The Grantee and its Subrecipients shall not use agreement funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement of ineligibility status.

Drug Free Workplace Policy (24 CFR § 5.105(d))

The Grantee and its Subrecipients must provide a drug-free workplace by complying with the implementation of rules around drug prohibition, notification to employees of the rules, and disclosure of violations in accordance with the rule. The policy must include that the contracting or granting agency will be notified within ten (10) days after the Grantee/Subrecipients receives notice that a covered employee (an employee supported with grant funds) has been convicted of a criminal drug violation in the workplace.

Equity Advancement and Culturally Responsive Practices

The Grantee and its Subrecipients are encouraged to identify differences between the population of BIPOC (Black, Indigenous, People of Color) in its service territory compared to its clients. If inequities are identified, strategies should be defined to help close the gap and be more culturally responsive to the populations identified in the analysis.

Fair Housing

The Grantee and its Subrecipients shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

Faith Based Activities (24 CFR § 5.109)

The Grantee and its Subrecipients shall ensure that all eligible activities under the agreement are administered in a manner which is free from religious influence and in accordance with the following principles:

- A. The Grantee/Subrecipients must not discriminate against any employee or applicant for employment and must not limit employment or give preference in employment to persons based on religion.
- B. The Grantee/Subrecipients must not discriminate against any person requesting services and must not limit services or give preference to persons based on religion.
- C. The Grantee/Subrecipients must provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of programs or services.
 - i. If the Grantee/Subrecipient conducts these activities, the activities must be offered separately in time or location from the programs or services funded by the agreement, and participation must be voluntary for clients.

Financial Management

The Grantee and its Subrecipients must ensure compliance with regulations and requirements pertaining to the following key areas of financial management: allowable costs, source documentation, internal controls, budget controls, cost allocation plans, cash management, accounting records, procurement, property asset controls, and audits. Furthermore, the Grantee

and its Subrecipients must use program funds only for eligible activities and in accordance with the budget. Program funds may not be used for activities other than those authorized in the regulations and approved by the Department as reflected in Attachment B, Budget. All expenditures must be in accordance with conditions such as funding ceilings and other limitations on eligible costs.

Monitoring

The Grantee and its Subrecipients shall comply with monitoring visits and/or desk monitoring from the Department and/or the Legislative Audit Bureau for program compliance.

Non-Discrimination and Equal Access Policy for Clients

The Grantee and its Subrecipients must have a policy expressing discrimination against clients/potential clients based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, physical condition, disability, age (40 or older) or genetic information (including family medical history) is illegal and will not be tolerated. The policy should outline a way for clients/potential clients to report discrimination, and potential repercussions for those who engage in discrimination.

The Grantees and its Subrecipients must have policies and practices to ensure clients have equal access to services regardless of sexual orientation, gender identity, family composition or marital status.

Non-Discrimination and Equal Opportunity Policy for Employees

Pursuant to Wis. Stats. § 16.765(2), in connection with the performance of work under the agreement, the Grantee and its Subrecipients must not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee and its Subrecipients must agree to take affirmative action to ensure equal employment opportunities. The Grantee and its Subrecipients must agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

Procurement and Subcontracting *(24 CFR Part 200 Subpart D)*

The Grantee and its Subrecipients must have written procurement procedures which seek to avoid purchasing unnecessary items, mandate an analysis as to whether leasing or purchasing is more economical, and which meet the statutory solicitation requirements when seeking bids. Purchases of services from contractors or vendors by nonprofit Grantees and its Subrecipients with TBRA funds are subject to the federal regulations governing procurement procedures.

Record Keeping and Retention (24 CFR § 92.508(c))

The Grantee and its Subrecipients must have policies and procedures in place to ensure all record keeping requirements are met. The policies and procedures must be established in writing and implemented by the Grantee and its Subrecipients to ensure funds are used in accordance with these requirements. In addition, sufficient records must be established and maintained to enable the Department to determine whether program requirements are being met. The Grantee, if not providing all services directly, must maintain a copy of any executed contract with any subrecipients which relates to project activities funded under the contract. The program records must be maintained for a minimum of five (5) years after the final expenditure under the contract.

Representatives of the State of Wisconsin, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of the Grantee and any subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)). Often the turnaround for file requests is short; therefore, files must be readily accessible so they can be provided quickly.

Trauma-Informed Care Practices

Recognizing that most clients have experienced different types of traumas, the Grantee and its Subrecipients are required to have trauma-informed care practices in place. Trauma-informed care practices are defined as an approach to intervention and providing services that focus on how trauma may affect an individual's life and their response to receiving services in various systems. The Grantee and its Subrecipients are expected to provide training to its staff on trauma-informed care practices.

Program Policies

Affirmative Marketing and Outreach (24 CFR § 92.351)

The Grantee and its Subrecipients must adopt procedures that provide information in accordance with 24 CFR § 92.351(a) and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability.

A. Client Marketing

The Grantee and its Subrecipients are required to publicly announce the availability of the TBRA program. To further fair housing objectives, the Grantee and its Subrecipients should identify those households least likely to apply and determine what special outreach activities will ensure they are fully informed about the program.

To ensure that program access is not limited to a particular facility or agency's clients, the marketing approach must address:

- How the program will be announced (i.e. a marketing and outreach strategy).
- How long applications will be accepted.
- Where and how to submit applications.
- How applicants will be contacted regarding program acceptance or denial.

B. Landlord Marketing

Landlord willingness to participate in the TBRA program significantly affects the options and opportunities available to clients. DEHCR encourages the Grantee and its Subrecipients to create an outreach plan for local landlords. Mailing program notices to landlords using tax or Public Housing Authority (PHA) records as sources and participating in local landlord/realtor association meetings are often effective.

Client Eligibility (24 CFR § 92.203 & 24 CFR § 92.253(d))

Any individual or family provided with assistance under the agreement must meet the eligibility requirements specific to the types and kinds of services for which they are applying. The types of services and fund sources each have statutory requirements for eligibility which must be adhered to. Generally, these pertain to income, verification of homelessness, and the inability to access other resources. Documentation demonstrating the household's eligibility must be collected and retained in their file.

Client Termination (24 CFR § 92.253(c))

To terminate assistance to a program participant, the Grantee and its Subrecipients must establish and follow a formal process that recognizes individual rights and meets all statutory requirements. The Grantee and its Subrecipients may terminate rental assistance if a client violates the rules of the program. Program termination is allowed in only the most severe cases.

The termination procedure for the TBRA program must include:

- Thirty (30) days' written notice to the program participant with a clear statement of the reasons for termination.
- Review of the decision to terminate with an opportunity for the program participant to present written or oral objections to a neutral third party.
- Prompt written notice to the program participant of the final decision.

A program participant who has been terminated from the TBRA program may receive further assistance at a later date.

Expectations of Grantees

All Grantees have the following expectations:

- A. Comply with all funding requirements.
- B. Collect and ensure timely submission of all reports required by DEHCR in the agreement.
- C. Ensure all funds are spent in an appropriate manner within the agreed-upon budget.
- D. Meet all HMIS compliance standards.

Expectations of Grantees with Subrecipients

All Grantees with Subrecipients have the following expectations in addition to those listed above:

- A. Issue agreements or contracts with each Subrecipient laying out expectations regarding matters such as the use of grant funds, monitoring expectations, payment requests, and eligible activities. All Subrecipient agreements/contracts must be executed within 45 days of the DEHCR contract start date (exceptions may be granted on a case-by-case basis).
- B. Collect and review invoices from Subrecipients to ensure proper payment requests. Financial backup documentation should be collected at least once per grant cycle to ensure proper usage of funds.
- C. Submit Subrecipient expenditures to DEHCR within 30 days of receiving the expenditure report from the Subrecipient.
- D. Ensure timely payment disbursement to Subrecipients. Subrecipients must be reimbursed within 21 days of the lead agency receiving reimbursement from DEHCR.
- E. Collect and ensure timely submission of all Subrecipient reports required by DEHCR in the agreement.
- F. Perform an annual monitoring for TBRA program compliance with each Subrecipient within 12 months of the contract start date. For new Subrecipients, the Grantee must perform a compliance monitoring within six months of the Subrecipient first incurring expenses.
- G. Provide training and technical assistance on TBRA grant compliance and program operations to Subrecipients, especially to new Subrecipients.
- H. Ensure that each Subrecipient meets HMIS compliance standards.
- I. Notify DEHCR immediately if contractual issues arise with a Subrecipient's performance.
- J. Ensure that information such as new rules or income/rent limits is promptly passed along to Subrecipients.
- K. Facilitate communication for Subrecipients.
- L. Ensure that the process for allocating TBRA funds locally is fair and transparent.

Expectations of Subrecipients

Subrecipients of TBRA Grantees have the following expectations:

- A. Comply with all funding requirements.
- B. Understand all program rules and requirements.
- C. Submit invoices and reports on a timely basis.
- D. Undergo and complete a monitoring review at least once every year.
- E. Notify DEHCR of any concerns related to the performance of the lead agency.
- F. Ensure all funds are spent in an appropriate manner within the agreed-upon budget.

Funding Tracking

The Grantee and its Subrecipients shall identify TBRA funds as a federal government grant in their chart of accounts and shall not refer to TBRA funds as a donation or other type of funding source.

If the Grantee and its Subrecipients allocate agreement funds for staff salaries, then staff paid with TBRA funds must track time worked by the funding source.

Homeless Management Information System (HMIS)

The Grantee and its Subrecipients shall maintain an accurate record of TBRA households served under the agreement in Wisconsin's designated Homeless Management Information System (HMIS) and abide by all operational requirements found in the HMIS policies and procedures manual, the Wisconsin HMIS user agreement, and the HMIS participation agreement.

The Grantee and its Subrecipients' staff responsible for entering program data arising under the agreement into HMIS are required to attend any and all trainings as detailed in the HMIS policies and procedures manual. Webinar training is sufficient to meet this requirement.

Noncompliance with HMIS reporting requirements as outlined in the agreement may result in enforcement options being exercised including, but not limited to, delays in processing payment requests, denial of payment requests, and/or termination of the agreement.

Identification

The Grantee and its Subrecipients cannot require third party documentation such as birth certificates or photo identification as a condition of receiving program services.

Lead-Based Paint *(24 CFR § 92.355 & 24 CFR Part 35, subparts A, B, J, K, M, and R)*

Housing assisted with agreement funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

All TBRA clients must be notified of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning. Program participants must be provided with the 'Protect Your Family from Lead in Your Home' pamphlet, lead-based paint disclosure information, and a copy of the disclosure form. The lead-based paint disclosure form and additional information must be collected and retained in the file.

Local Health Department Agreements *(24 CFR § 35.1225)*

The Grantee and its Subrecipients must share housing data of their TBRA clients with the local health department(s) on a quarterly basis, at a minimum, to match assisted unit addresses with lead-poisoned children. To satisfy the requirement, the Grantee and its Subrecipients must establish an agreement with the local health department which outlines how the agency will meet the requirements stated in [24 CFR 35.1225](#).

Reporting to the health department is not required if the health department states that it does not wish to receive the report. However, the Grantee and its Subrecipients should retain a copy of the health department's response in their records.

Match *(24 CFR § 92.219 & 24 CFR § 92.220)*

The Grantee and its Subrecipients must agree to make a best effort to match 25 percent of assistance funding allocated under the agreement. Funds allocated for administrative costs under the agreement are not required to be matched. Matching contributions must be obtained

from nonfederal sources, such as state, local, and private funds, and must be made with respect to eligible agreement activities. Match contributions can be provided in the form of cash, donations, and/or in-kind services. Case management services provided to TBRA households and funded by nonfederal sources would satisfy the match component.

Participation in HUD-Recognized Continuums of Care

The Grantee and its Subrecipients shall participate in the HUD-recognized Continuums of Care that operate within their TBRA service area. This includes representation in the local homeless coalitions and participation in the Point in Time counts, to the maximum extent practicable.

Tenant Selection Policy (24 CFR § 92.209(c))

The Grantee and its Subrecipients must have a written tenant selection policy that specifies how clients will be selected to receive assistance. Participation (admission to the waiting list and receipt of program benefits) may be restricted to persons/households within the Grantee's and its Subrecipients' identified target population as long as basic fair housing requirements are met.

Access to the waiting list and subsequent rental assistance cannot be limited to a particular facility, provider agency, or service program. It can, however, be targeted to a particular category or class (i.e., households participating in transitional housing, family in wrap-around services, etc.). If admission is restricted (targeted), assistance must be made available to all persons who fall into the target population identified in the policy.

If there is only one facility, provider, or program offering these services/programs in the community, clients may be required to participate in that agency's program. If there is more than one agency that provides services, access cannot be exclusive to a specific program. Clients should be encouraged to obtain services to live independently, however, the client must be free to select where to go to obtain services.

VAWA Requirements (24 CFR § 92.359)

The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely because a person is a victim of domestic violence, dating violence, sexual assault, or stalking. This protection applies to all eligibility and termination decisions that are made with respect to rental assistance.

The Grantee and its Subrecipients that determine eligibility for or administers rental assistance are responsible for ensuring the following information is provided at the applicable times.

A. Notice of Occupancy Rights Under VAWA (HUD-5380 form)

Information included in this notice must be provided to each applicant for rental assistance and each program participant receiving rental assistance at each of the following times:

- i. When an individual or family is denied rental assistance.
- ii. When a program participant begins receiving rental assistance.
- iii. When a program participant is notified of termination of rental assistance.
- iv. When a program participant receives notification of eviction.

A signed acknowledgement of receipt of this information in the client file (for each applicable time) is sufficient documentation.

B. Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (*HUD-5382 form*)

Information included in this certification form must be provided to program participants when they are notified of termination of rental assistance and/or notified of eviction. The date(s) it was provided should be documented in the client file.

If the program participant completes and submits this certification form (or something comparable), keep a copy in the client file.

C. VAWA Lease Addendum (*HUD-91067 form*)

Information in this form must be included in every lease (including renewals) for TBRA-subsidized housing. The required elements are listed below:

- i. Language that protects individuals from being denied access to housing and/or evicted from their housing on the basis of or as a direct result of being a survivor.
- ii. Construction of lease terms and terms of assistance.
- iii. Limitation of VAWA protections.
- iv. Confidentiality requirements.

If this information is provided in the original lease agreement, a separate lease addendum is not required.

D. Emergency Transfer Plan

The Grantee and its Subrecipients must develop and implement emergency transfer plans compliant with 24 CFR 5.2005(e).

Waiting List Policy (*24 CFR § 92.253(d)(5)*)

The Grantee and its Subrecipients must establish a written policy that defines how the waiting list is organized for the TBRA program. Examples include, but not limited to, the following parameters:

- The order in which assistance is offered (i.e. preference selection policy based on aggregate needs; first come, first served, lottery, etc.)
- The length of time for utilizing the waiting list (i.e. maintaining the list for a fixed period of time, then starting over; accepting applications for a fixed period of time, then closing until all eligible applicants receive assistance; continuously accepting applications; etc.).
- The severity or intensity of need for each client.

Chapter 4: Monitoring and Reporting

Monitoring

Monitoring of Grantees and Lead Agencies by DEHCR

A. Monitoring Notification

DEHCR will monitor the performance of each TBRA Grantee (i.e. Grantees and/or lead agencies contracted with DEHCR) at least annually. In conducting performance reviews, information will be obtained from records and reports from onsite or desk monitorings, audit reports, and information from HMIS. Monitoring reviews to determine compliance with specific program requirements will be conducted, as necessary.

B. Monitoring Components

During DEHCR's annual monitoring of Grantees and/or lead agencies, several different components may be reviewed, including:

- i. Personnel policies and procedures
- ii. Fiscal policies and procedures
- iii. Program policies and procedures
- iv. Funding-specific requirements
- v. Client files
- vi. Financial backup documentation supporting reimbursement requests
- vii. Financial backup documentation for reported match, including documentation related to the value of volunteer time
- viii. Participation and performance in HMIS
- ix. Involvement in the applicable HUD COC and/or local homeless coalition
- x. Completion of the TBRA end-of-grant period report
- xi. Performance as a lead agency
- xii. Subrecipient monitoring process and procedures

C. Client Files

Client files reviewed during the monitoring will be selected by DEHCR. The files must be submitted in a secure manner. Unredacted client files must never be provided through unsecure means.

D. HQS Inspections

Client units inspected during the monitoring will be selected by DEHCR. A list of currently housed TBRA clients must be submitted in a secure manner. Unredacted lists must never be provided through unsecure means.

Monitoring of Subrecipients by Lead Agencies

Lead agencies are required to perform an annual monitoring with each Subrecipient within 12 months of the contract start date. For new Subrecipients, lead agencies must perform a monitoring within six (6) months of the Subrecipient first incurring expenses. The annual monitoring must ensure each Subrecipient meets obligations specified in the contract as well as

minimum fiscal standards. Lead agencies must also review documentation supporting reimbursement requests, such as invoices and timesheets, to ensure proper payment requests are being made.

In summary, the monitoring should include a review of agency policies, program policies, fiscal policies, financial documentation, and client files. A summary of each Subrecipient monitoring must be made available to DEHCR for review during its monitoring of the lead agency as well as upon request.

Monthly Reporting

Homeless Management Information System (HMIS)

All Grantees and its Subrecipients must participate in HMIS and comply with participation requirements.

All HMIS participating agencies must comply with the State of Wisconsin HMIS Governance Charter, Policies & Procedures, and the HUD-recognized Continuum of Care Governance Charter. All agencies must adhere to the current HUD Data Standards Manual.

TBRA Set-Up Form

Along with each monthly payment request, Grantees must complete the TBRA set-up form. This form provides the Department with TBRA client data that is entered into the Integrated Disbursement and Information System (IDIS), the federal system utilized for reporting TBRA client data and drawing down funds.

Any new TBRA client housed in that month must have their information entered in the TBRA set-up form. Please note that the TBRA set-up form **must be** provided along with the payment request in order for it to be processed. If a Grantee has not housed any new TBRA clients for that month, then submit a blank TBRA set-up form along with the payment request.

Yearly Reporting

TBRA End-of-Grant Year Report

To close out the TBRA activities in IDIS, all Grantees must complete a TBRA end-of-grant period report at the end of the performance period of the agreement. The report is due sixty (60) days after the final payment request submission.

Grantees will be provided with a report template with all client data that has been entered into the system throughout the performance period. Grantees will be responsible for reporting the amount of funding spent on assisting TBRA clients, conducting income determinations, and conducting HQS inspections; these totals must be equal to the amount of TBRA funding spent by each Grantee.

DEHCR reserves the right to request additional information or reports as needed.

Chapter 5: Tenant-Based Rental Assistance

Tenant-based rental assistance (TBRA) aims to help persons that are homeless or at-risk of homelessness afford housing costs by providing security deposit assistance, rental assistance, and/or utility assistance. Utility assistance can only be provided to clients who are also receiving rental assistance. Funds used to provide a TBRA subsidy must be used to provide assistance for permanent housing. Living in a motel or hotel is not considered to be permanent housing and therefore is not an eligible expense under this program.

Eligible Services

The Grantee and its Subrecipients agree to utilize TBRA program funds for the following eligible services:

Rental Assistance

- The term of rental assistance with HOME TBRA funds may not exceed 24 months; however, contracts can be renewed subject to the availability of HOME funds.
- Assistance may not exceed the difference between the client's rent and thirty percent (30%) of the client's household income ([24 CFR § 92.209\(h\)\(1\)](#)).

Security Deposit Assistance

- The maximum amount of security deposit assistance per client is the equivalent of two months' rent for the unit.
- Security deposit assistance must be provided to clients as a grant, not a loan.
 - Security deposits must be returned to the TBRA client.

Utility Assistance

- Only available to clients who are also receiving rental assistance.
- Utility deposit assistance can be provided for the following utilities: electricity, water, gas, and trash.
 - Utility deposits are for a one time move-in cost and are not to be used to pay for monthly or delinquent utility bills.
 - Utility deposits must be returned to the TBRA client.
- Grantees must adopt the utility allowance schedule that their local PHAs utilize for the Section 8 program to cover the following utilities: heat, electricity, water, sewer, and trash.
 - Phone, internet, and television costs are ineligible expenses.

Housing Quality Standards (HQS) Inspections

- Grantees can charge *whichever is less*:
 - \$50 per inspection (\$35 per re-inspection) plus mileage reimbursed at the current federal rate; or
 - The actual staff or contractor costs of the inspection.

Income Determinations

- Grantees can charge **whichever is less**:
 - \$50 per income determination; or
 - The actual staff cost of the income determination. or contractor costs of completing the income determination.
- If income determinations are conducted outside the Grantee's office, the Grantee may charge **whichever is less** for mileage reimbursement:
 - The current federal rate; or
 - The rate at which the Grantee reimburses for mileage.

Ineligible Services

Any services not explicitly listed in the Eligible Services section of this manual are ineligible, unless otherwise approved by DEHCR.

TBRA program funds may not be spent:

- To make commitments to specific landlords for specific units.
 - Clients must be free to utilize their TBRA subsidy on any eligible unit.
- On clients who are resident landlords of cooperative housing that qualifies as home landlordship housing.
 - However, TBRA funds *may* be spent on clients who are renting from a cooperative unit landlord.
- To prevent displacement of, or provide relocation assistance to, clients as a result of activities unless they are being displaced from HOME projects for the purpose of rehabilitation of occupied units.
- To provide duplicative assistance if the client already receives rental assistance under another federal, state, or local rental assistance program.
 - However, if the client's other rental subsidy program does not provide assistance sufficiently enough to lower a tenant's rental payment to thirty percent (30%) of their adjusted income, the TBRA subsidy *may* be provided as supplemental assistance to further reduce the client's rent payment to thirty percent (30%) of the client's adjusted income.
- To pay for overnight or temporary shelter.
- To pay for arrearages, including rent and utility costs.
- On a lease that is for a period of less than 30 days.

Administration

The Grantee and its Subrecipients have a 10 percent (10%) cap on TBRA administrative expenses. Eligible administrative costs are detailed in [24 CFR § 92.207](#).

Overview of Eligible Activities

- A. General management, oversight, and coordination.
- B. Reporting on the program as required by HUD and/or DEHCR.
- C. Program administration costs.

- D. Travel costs incurred for the monitoring of subrecipients.
- E. Costs of providing training on TBRA requirements and attending HUD-sponsored TBRA training.

Chapter 6: Client File Requirements

Client File Checklist

A client file must be created for every household that applies, regardless of whether they are accepted or denied into the TBRA program. Client files may be organized in paper or electronic format. Each client file must contain the checklist, all applicable documentation, and all written correspondence between the client and the Grantee.

For clients successfully enrolled in the TBRA program, their files must contain:

INTAKE AND ASSESSMENT	
	TBRA Application
	Initial Income Determination
	3 rd Party Income Documentation
	Zero-Income Affidavit (if applicable)
	Statement of Homelessness or At-Risk of Homelessness
	TBRA Briefing Notification
	Rental Assistance Coupon
	Client Program Agreement
LEASING	
	Request for Unit Approval
	Rent Payment Standard
	Rent Reasonableness Assessment Form
	Comparable Unit Documentation
	Rent Subsidy Calculation
	Utility Allowance Schedule
	Initial HQS Inspection (must be passed)
	If initially failed, utilize new HQS inspection form
	Lease and Lease Addendum
	VAWA Lease Addendum
	Rental Assistance Contract
OTHER DOCUMENTATION	
	Termination and Grievance Policy
	VAWA Notifications (HUD-5380 & HUD-5382)
	Releases of Information for All Household Adults (program & Clarity)
	Lead-Based Paint Disclosure
	Case Notes
ANNUAL RECERTIFICATION	
	Annual Income Recertification and 3 rd Party Income Documentation
	Annual HQS Reinspection (must be passed)
	If initially failed, utilize new HQS inspection form
	Contract Renewal Explanation (over 24 months)

Client Eligibility

Each client file must contain documentation that the household provided with assistance meets eligibility requirements for the TBRA program. Verifications of homelessness or at-risk of homelessness and income determinations must be accompanied by third-party documentation within the last 60 days.

Eligible clients must:

1. Have a household income at or below 60% of the county median income (CMI).
 - Households with incomes up to 80% of the CMI may be eligible, with prior DEHCR approval.
2. Be homeless or at-risk of homelessness.

TBRA Applications

Grantees must structure their TBRA application to include questions that determine a household's eligibility in combination with questions that meet their agency's specific needs. Client applications can be submitted in-person or electronically.

Applicants must be selected from each Grantee's waiting list in the order established by the Grantee's tenant selection policy.

Pre-Screening

Grantees may choose to use a shorter pre-screen form to place eligible applicants on a waiting list. When an applicant is selected from the waiting list, they must then complete the full TBRA application, which must include new and updated (i.e. current to the full application form) information to be used to determine program eligibility.

Denial

Applicants who are determined to be ineligible for the TBRA program must be notified in writing. The notification must explain why the applicant is ineligible for the TBRA program while also informing the client that they have ten (10) business days from the date of notice to request a review of the decision. Reviews must be requested in writing to the Grantee.

Income Determination

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). To be eligible, the client's total gross annual income must be at or below the applicable income limit, but not more than 60% of the county median income.

Income must be verified by a third-party organization not affiliated with the Grantee before assistance is provided. Gross and adjusted annual income are calculated using HUD's definitions of income and allowances:

- Income Limit at Admission: The household's gross annual income must be at or below sixty percent (60%) of the county median income (income up to 80% of the CMI may be eligible with DEHCR approval).

- Income Limit after Admission: Assistance must be terminated if the client's gross annual income exceeds eighty percent (80%) of the county median income. The client must receive thirty (30) days' written notice of the termination.

Third-Party Income Verification

Grantees must determine a household's annual income by examining at least two (2) months of source documentation evidencing annual income (e.g. wage statement, interest statement, unemployment compensation statement) for the family in accordance with [24 CFR § 92.203\(b\)\(2\)](#). Annual income includes income from all persons in the household, except for live-in aides, foster children, and foster adults. A copy of the source verification documents must be collected and retained in their file.

Grantees must utilize [24 CFR § 5.609](#) to certify annual income for all program participants.

It is recommended that all Grantees utilize the income determination and rent calculation form, which can be found on the [DEHCR website](#).

Zero-Income Affidavit

If the household does not have an income source at the time of the initial income determination, the Grantee must require clients to sign a zero-income affidavit that attests that the information is true and accurate to the best of their knowledge.

Grantees are not required to reexamine the household's income at the time that assistance is provided unless more than six (6) months has elapsed since the agency determined that the household is qualified as income eligible.

Statement of Homelessness or At-Risk of Homelessness

As an eligibility component of the TBRA program, Grantees are required to collect information on whether a potential applicant is experiencing homelessness or at-risk of homelessness.

The statement of homelessness and at-risk of homelessness form can be found on the [DEHCR website](#).

TBRA Briefing Notification

Grantees are required to deliver a TBRA briefing to all newly enrolled program participants. The purpose of the TBRA briefing is to ensure that clients understand their responsibilities (as well as the Grantee's and landlord's responsibilities) and have sufficient guidance to make an informed choice on housing.

At a minimum, the TBRA briefing must include the following topics:

- Roles and responsibilities of the client, landlord, and Grantee.
- Limitations on how much rent a landlord may charge, including how utility allowances are incorporated into the TBRA subsidy.

- Rent calculations, including how the Grantee's and client's shares will be calculated.
- Security deposit policy, including how much will be charged, who pays, and who receives any refunds.
- Rental assistance coupon issuance and extension policy.
- Guidance on selecting a unit, including HQS inspection requirements and procedures for submitting a request for unit approval form.
- Clients should not sign a lease until the Grantee has approved of the unit.
- Lead-based paint information, including the 'Protect Your Family from Lead in Your Home' pamphlet.
- Fair housing information, including the process for submitting a complaint in case of discrimination.
- Prohibited lease provisions and the lease addendum (i.e. that the lease must comply with [24 CFR § 92.253](#)).

TBRA briefings should be provided in-person with each new client. Acknowledgment that the TBRA briefing occurred must be collected and retained in their file.

Rental Assistance Coupon

The issuance of the rental assistance coupon during the TBRA briefing authorizes the client to begin their search for housing. Clients may search for units that are publicly or privately owned; they must have their own cooking facilities and bathroom within the unit to be eligible.

The initial coupon issuance period must be for a minimum of 60 days with the opportunity for up to two 30-day extensions, or one 60-day extension. The rental assistance coupon cannot extend beyond 120 days.

The rental assistance coupon form can be found on the [DEHCR website](#).

Unit Size and Occupancy Standards

Unit size and occupancy standards must comply with Housing Quality Standards (HQS) and specify how the number of bedrooms required by the client's household will be determined as it relates to determining the appropriateness of the actual unit size and the calculation of the TBRA subsidy amount. The unit size may be modified by Grantees on a case-by-case basis to accommodate specific household compositions and circumstances (e.g. pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).

Unit Size	Minimum # of Persons in Household	Maximum # of Persons in Household
0-bedrooms	1	1
1-bedrooms	1	2
2-bedrooms	2	4
3-bedrooms	3	6
4-bedrooms	4	8
5-bedrooms	5	10

A. General Guidance on Bedroom Requirements

Generally, households require one bedroom per each of the following configurations:

- Each pair of married or coupled adults, regardless of sex or gender.
- Each unmarried/uncoupled adult.
- Each pair of children of the same sex.

B. Additional Guidance on Bedroom Requirements

- Unborn children may be considered for the purpose of assigning the bedroom size on a housing coupon.
- A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
- Individual medical problems (e.g. chronic illness) sometimes require either a separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment.
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size housing coupon may be issued for an absent family member, if individual circumstances warrant.

Fair housing rules permit clients to select smaller units that do not, from the Grantee's perspective, create seriously overcrowded conditions. Clients may also select larger units at their own expense under the HUD Voucher Model (meaning that the TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

Client Program Agreement

The Grantee must enter into a written agreement with the TBRA program participant that expressly states the terms and conditions of assistance. The agreement must clearly state the following items:

- Unit size used to calculate the rental assistance payment.
- Monthly rental assistance payment.
- Monthly tenant contribution.
- Recipient of the payments.
- HOME income limits and requirement that the tenant provide source documents, at least on an annual basis.
- Property standards that the unit must meet.
- Approval of the lease by the Grantee prior to signing.
- Term of the contract.
- Procedures related to a tenant's decision to move.
- Portability, if applicable.
- Requirements of the self-sufficiency program, if applicable.

Request for Unit Approval

Once a client has located a unit and the landlord has agreed to participate in the TBRA program, they must submit the request for unit approval to the Grantee. This form provides essential information about the property (bedroom size, utilities, proposed rent, ownership information). The submission of this document initiates the Grantee's review of the landlord's lease, rent negotiations, and the unit's HQS inspection.

The request for unit approval form can be found on the [DEHCR website](#).

Rent Payment Standard

A payment standard is the maximum monthly assistance that can be paid towards a client's rent and utility costs. The payment standard for the TBRA program is based on WHEDA's Section 8 payment standards, which takes effect on January 1st. Units may not exceed the rent payment standard.

The rent payment standards can be found on the [DEHCR website](#).

Rent Reasonableness

Grantees must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units as defined in [24 CFR § 92.209\(f\)](#).

All units must adhere to rent reasonableness along with adhering to rent payment standards.

Comparable Unit Documentation

Grantees must provide documentation showing information from each comparable unit listed on the rent reasonableness form. To conserve resources, Grantees can include a print-out of the first page of the online listing.

The rent reasonableness form can be found on the [DEHCR website](#).

Calculating Rental Subsidies

Three factors affect the amount of the Grantee's subsidy payment and the household's required share of the rent:

1. The family's income – the lower the family's income, the higher the Grantee's subsidy payment.
2. The rent payment standard that the Grantee adheres to for each bedroom size.
3. The cost of housing and utility costs for the unit the family selects.

Tenant Contribution to Rent

The HOME program requires that a minimum tenant contribution threshold be established for the TBRA program. The minimum tenant contribution requires a minimum monthly payment by a tenant toward the gross rent even if 30% of the adjusted income would be less than the established minimum tenant contribution. A tenant must contribute some amount toward their gross rent and cannot pay \$0.

For the TBRA program, the minimum tenant contribution will be \$1.

Unit Size and Subsidy Calculation

When calculating the rental subsidy, Grantees must adhere to the following guidance:

- If a client selects a unit *smaller* than their housing coupon, the rent standard and utility allowance is based on the actual unit size.
- If a client selects a unit *larger* than their housing coupon, the rent standard is based on the housing coupon, while the utility allowance is based on the actual unit size.
 - Please note the subsidy should not cover the increased cost of a larger unit; it must be at the client's own expense.

A client is not rewarded with larger subsidies for selecting larger units or penalized for selecting smaller ones.

A. Smaller Unit Calculation Example

Clients can select less expensive units, but they do not receive a larger subsidy for it.

Assumptions

- Payment Standard = \$1,300
- Rent = \$1,150
- Monthly Adjusted Income = \$950
- 30% of Monthly Adjusted Income = \$285 (\$950 X .30)

Maximum Subsidy = \$865 (\$1,150 Rent - \$285 30% Monthly Adjusted Income)

Client Contribution = \$285 (\$1,150 Rent - \$865 Max Subsidy Payment)

B. Larger Unit Calculation Example

Clients can select more expensive units, but they **must** pay the difference.

Assumptions

- Payment Standard = \$1,300
- Rent = \$1,380
- Monthly Adjusted Income = \$950
- 30% of Monthly Adjusted Income = \$285 (\$950 X .30)

Maximum Subsidy = \$1,015 (\$1,300 Payment Standard - \$285 30% Monthly Adjusted Income)

Client Contribution = \$365 (\$1,380 Rent - \$1,015 Max Subsidy Payment)

Rental Subsidy Calculation Models

The total subsidy amount depends on the TBRA model selected by the Grantee:

A. HUD Certificate Model

The HUD Rental Certificate Program model assumes a fixed tenant payment.

- The tenant's share of housing costs (Total Tenant Payment, or TTP) is calculated by a formula. The Grantee then pays the difference between the tenant's share and the approved rent for the unit.
- The formula for computing TTP under the HUD Rental Certificate Program requires a tenant to pay the greater of:
 - 30% of monthly adjusted income, or
 - 10% of monthly gross income.

EXAMPLE 1

The Cleavers were issued a two-bedroom HOME TBRA Coupon. Their annual (gross) and adjusted incomes are \$22,500 and \$18,300, respectively. They find an apartment that rents for \$725 (including utilities).

The Cleavers must pay the **greater** of:

\$457.50 30% of adjusted monthly income ($\$18,300/12 \times 0.30$)

OR

\$187.50 10% of annual (gross) monthly income ($\$22,500/12 \times 0.10$)

The Grantee must pay the difference between the tenants' share and the approved rent.

Approved rent	\$725.00
Less Total Tenant Payment	- <u>\$457.50</u>
Subrecipients share of the rent	\$267.50

B. HUD Rental Voucher Model

The Rental Voucher Program model assumes a fixed subrecipient payment.

- The maximum Grantee subsidy is calculated, and the tenant pays the difference between the subsidy and the approved rent for the unit.
- The Grantee generally pays the difference between the payment (rent) standard and thirty percent (30%) of the tenant's adjusted monthly income. However, a minimum tenant payment is required.

EXAMPLE 2

The Cleavers have been issued a two-bedroom HOME TBRA Coupon. Their annual (gross) and adjusted incomes are \$22,500 and \$18,300, respectively. As in Example 1, their monthly annual (gross) and adjusted incomes are \$457.50 and \$187.50 respectively. They find an apartment that rents for \$800 (including utilities). The grantee rent standard is \$775.

The maximum subrecipient subsidy is:

\$775.00	Rent Standard
- <u>\$457.50</u>	(less) 30% of adjusted monthly income
\$317.50	Maximum Grantee subsidy

The Cleavers' share of the rent is:

\$800.00	Approved rent
- <u>\$317.50</u>	(less maximum subsidy)
\$482.50	The Cleavers' payment

In this example, the Cleavers will pay more than 30% of their adjusted income for housing because they selected a unit that rents for more than the payment (rent) standard. If the Cleavers had found a less expensive unit, the requirement that the beneficiary must pay at least 10% of monthly gross income might apply.

\$500.00	Approved rent
- \$317.50	(less) Maximum subsidy
\$182.50	Calculated tenant share

However, the Cleavers must pay at least 10% of their gross monthly income.
($\$22,500/12 \times 0.10 = \187.50).

Therefore, the Grantee's subsidy payment is reduced by \$5 in this example. The client's share would be \$312.50.

Clients must contribute a minimum of 30% of their adjusted monthly income toward their rent. The actual percentage or dollar amount of the minimum tenant payment must be defined in the Grantee's policies and procedures.

The TBRA subsidy may not exceed the difference between the payment standard and the client's contribution. In other words, the Grantee's and client's rent payments together may not exceed the unit's rent or the payment standard.

The income termination and rent calculation form can be found on the [DEHCR website](#).

Utility Allowance Schedules

Utility allowance schedules are used to estimate the average cost of utilities for typical types of housing (single family, duplex/townhouse, apartment, etc.) and for various utilities (natural gas, propane, electricity, etc.).

A household's contribution is intended to cover both rent and utility costs. If all utilities are included in the rent, the household's entire contribution goes to the owner. Most tenants are responsible for payment of at least some utility costs and in some instances, may receive a utility reimbursement.

Utility Allowance Calculation Examples

Grantees must utilize their local public housing authority's Section 8 utility allowance schedule to calculate utility costs. Two examples of utility allowance calculations are shown below:

Example #1 – No Utility Reimbursement

Assumptions

- Rent Standard = \$600
- Monthly Adjusted Income = \$1000
- Total Tenant Contribution = \$300 ($\$1000 \times .30$)
- Rent for Unit = \$575
- Utility Allowance = \$75 (gas & electricity)
- Gross Rent = \$650 ($\$575 + \75) – (this is higher than the Rent Standard)

Maximum Subsidy = \$300 (\$600 Rent Standard - \$300 Total Tenant Contribution)

Calculating Subsidy Payment

- \$600 Lesser of Rent Standard or Gross Rent
- \$300 Total Tenant Contribution (30% of Monthly Adjusted Income)
- \$300 TBRA Subsidy Payment

Calculating Tenant Rent to Owner

- \$575 Rent to Owner
- \$300 Subsidy Payment
- \$275 Tenant Rent to Owner¹

Example #2 – Includes a Utility Reimbursement to Tenant

If the gross rent (rent to owner + utility allowance) for the unit is less than the rent standard **AND** the total tenant contribution is less than the utility allowance, a utility reimbursement may occur (NOTE: both conditions must exist to have a utility reimbursement).

Assumptions

Rent Standard = \$600

Utility Allowance = \$75 (gas & electricity)

Monthly Adjusted Income = \$167

Total Tenant Contribution = \$50 ($167 \times .30$)² - this is less than the Utility Allowance

Rent for Unit = \$500

Gross Rent = \$575 (\$500 + \$75) – Note this is less than the Rent Standard

Maximum Subsidy = \$550³ (\$600 Rent Standard - \$50 Total Tenant Contribution)

Calculating Subsidy Payment

- \$575 Lesser of Rent Standard or Gross Rent
- \$ 50 Total Tenant Contribution (30% of Monthly Adjusted Income)
- \$525 Total Subsidy Payment (TSP)
- \$500 Rent to Owner (If Less than TSP)
- \$ 25 Utility Reimbursement to Tenant (or utility company on tenant's behalf)

Calculating Tenant Rent to Owner

- \$500 Rent to Owner
- \$500 Subsidy Payment to Owner (Lesser of Rent to Owner or TSP)
- \$ 0 Tenant Rent to Owner

¹ Tenant is also responsible for paying gas and electricity.

² $\$167 \times .30 = \50.10 . In this case, round downward to \$50.

³ Rent plus the \$50 for utilities.

The tenant is responsible for paying the gas and electricity costs and will receive \$25/month toward those expenses.

The income determination and rent calculation form can be used to calculate the utility allowance. The form can be found on the [DEHCR website](#).

Housing Quality Standards (HQS)

Units must be inspected to confirm that they meet Housing Quality Standards (HQS) at initial move-in. If a unit initially fails the inspection, the landlord may be given a reasonable amount of time to correct the deficiencies, or the client may elect to look for a different unit.

A lease cannot be signed until the unit passes the HQS inspection. An exception may be made for corrections to exterior paint during the winter in climates where the weather makes this impossible. The results of each inspection must be recorded on a HUD HQS inspection form, which must be signed, dated, and retained in the client file.

All units must adhere to carbon monoxide and smoke detector requirements as stated in [24 CFR § 92.251](#).

The HQS inspection form (short and long versions) can be found on the [DEHCR website](#).

Lease and Program Duration

The lease is executed between the landlord and the program participant. Grantees must review leases to ensure that they do not include any prohibited lease provisions. The lease should not be signed until the lease has been reviewed and the unit has passed a HQS inspection. All TBRA-subsidized units must have a written lease with the lease addendum attached.

Lease Duration

The term of the lease must be for at least one year, unless the landlord/property manager and the program participant mutually agree to a shorter period of time. If the program participant has agreed to a different lease term, that agreement should be noted in the file. A lease **may not** be for a period less than 30 days.

Maximum Program Duration

Clients cannot receive more than 24 months of total assistance; however, contracts can be renewed subject to the availability of HOME funds. If a Grantee has a reason to extend a client's assistance beyond the 24-month threshold, they will need to complete the following items:

- Recertify the client's income and rental subsidy;
- Explain why the client needs to retain their assistance beyond 24 months; and
- Document how they are helping the client become self-sufficient and reducing their need for assistance.

Lease Addendum and Prohibited Provisions

The lease addendum is executed between the landlord and the program participant. Grantees must ensure each lease does not include any prohibited lease provisions. This is accomplished through the requirement of the lease addendum, which eliminates the need for in-depth legal review of the lease. The lease addendum also includes key HOME program requirements.

The following lease provisions are prohibited beyond the scope of the lease addendum and must be removed from any TBRA-subsidized lease:

- Agreement by the client to be sued or to admit guilt, or a judgment in favor of the landlord in a lawsuit brought in connection with the lease.
- Agreement by the client that the landlord may take, hold, or sell the personal property of the client without notice to the client and a court decision on the rights of the parties (this does not apply to personal property left by the client after move-out).
- Agreement by the client not to hold the landlord or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- Agreement by the client that the landlord may institute a lawsuit without notice to the client.
- Agreement that the landlord may evict the client without a civil court proceeding where the client has the right to present a defense, or before a court decision on the rights of the client and the landlord.
- Agreement by the client to waive a trial by jury.
- Agreement by the client to waive the client's right to appeal or otherwise challenge a court decision.
- Agreement by the client to pay attorney fees or other legal costs, even if the client wins in court.

A copy of the lease addendum must be collected and retained in the file. The lease addendum can be found on the [DEHCR website](#).

VAWA Lease Addendum

The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely because a person is a victim of domestic violence, dating violence, sexual assault, or stalking.

Information in this form must be included in every lease and lease renewal for TBRA-subsidized housing. The required elements are listed below:

- i. Language that protects individuals from being denied access to housing and/or evicted from their housing on the basis of or as a direct result of being a survivor.
- ii. Construction of lease terms and terms of assistance.
- iii. Limitation of VAWA protections.
- iv. Confidentiality requirements.

If this information is provided in the original lease agreement, a separate lease addendum is not required.

The VAWA lease addendum can be found on the [DEHCR website](#).

Rental Assistance Contract

The rental assistance contract is executed between the Grantee and the landlord to ensure compliance with relevant HOME TBRA regulations and other federal requirements. The rental assistance contract should not be signed until the lease has been reviewed for prohibited provisions and the unit has passed an HQS inspection. The term of the rental assistance contract must begin on the first day of the term of the lease or the beginning of the first month in which tenant-based rental assistance is provided.

Amending or Renewing of a Rental Assistance Contract

A rental assistance contract within its term may only be amended through the consent of all parties involved. A rental assistance contract may be amended:

- The lease term or amount charged under the lease are the only terms of the contract being changed.
- To extend its term up to 24 months from the original date of execution.
- When a tenant changes units within the same building or development if the parties to the lease, the family size, and the number of bedrooms in the housing remain the same.

Subject to the availability of HOME funds, a rental assistance contract may be renewed after the expiration of its initial term.

In all other instances, the Grantee must enter into a new rental assistance contract with the family and the owner.

Rent Increases

Landlords must give the Grantee at least 60 days' written notice of their intent to increase the rent for the unit. This timeframe allows the Grantee 30 days' time to review the requested rent increase (determine that the proposed rent is reasonable in comparison to rents charged for other comparable, unassisted units) and still enable the landlord to give the client 30 days' written notice.

The rental assistance contract can be found on the [DEHCR website](#).

Termination Policy

To terminate assistance to a program participant, Grantees must establish and follow a formal process that recognizes individual rights and meets all statutory requirements. Grantees may terminate rental assistance if a participant violates the rules of the program. Program termination is allowed in only the most severe cases.

The termination procedure for the TBRA program must include:

- Thirty (30) days' written notice to the program participant with a clear statement of the reasons for termination.
- Review of the decision to terminate with an opportunity for the program participant to present written or oral objections to a neutral third party.
- Prompt written notice to the program participant of the final decision.

A program participant who has been terminated from the TBRA program may receive further assistance at a later date.

Termination of Tenant by the Landlord

Landlords may evict clients following applicable state and local laws. Generally, that means landlords may only evict clients in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

Grantees must develop written policies outlining how a termination of tenancy will impact clients. At a minimum, these policies must specify:

- Under what circumstances a client will be removed from the program because of an eviction.
- The length of time a client must locate a new unit before their subsidy expires.

These policies must be included within the lease and/or in the program agreement between the Grantee and the program participant.

Grievance Policy

Grantees are required to have a grievance policy that outlines their processes and procedures that a program participant can follow to file a formal complaint regarding a dispute or issue that they have experienced in a constructive and fair manner.

VAWA Notifications

The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely because a person is a victim of domestic violence, dating violence, sexual assault, or stalking. This protection applies to all eligibility and termination decisions that are made with respect to rental assistance.

Grantees that determine eligibility for or administer rental assistance are responsible for ensuring the following information is provided at the applicable times.

Notice of Occupancy Rights Under VAWA (HUD-5380 form)

Information included in this notice must be provided to each applicant for rental assistance and each program participant receiving rental assistance at each of the following times:

- i. When an individual or family is denied rental assistance.

- ii. When a program participant begins receiving rental assistance.
- iii. When a program participant is notified of termination of rental assistance.
- iv. When a program participant receives notification of eviction.

A signed acknowledgement of receipt of this information in the client file (for each applicable time) is sufficient documentation.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD-5382)

Information included in this certification form must be provided to program participants when they are notified of termination of rental assistance and/or notified of eviction. The date(s) it was provided should be documented in the client file.

If the program participant completes and submits this certification form (or something comparable), keep a copy in the client file.

The VAWA notifications can be found on the [DEHCR website](#).

Releases of Information

To ensure confidentiality, Grantees must have policies and procedures in place that allow clients to decide what information can be shared between various persons and organizations. A release of information form must be created and utilized for the TBRA program.

Based on the Grantee's discretion, they may elect their clients to sign a HMIS release of information form or post a HMIS consumer notice. If the Grantee decides to utilize the HMIS release of information form, then it is required to be used with **all clients**, not just clients enrolled in the TBRA program. If a Grantee decides to utilize the HMIS consumer notice option, it must be posted in any place that client information is collected such as conference rooms, case management offices, or interview rooms.

The HMIS release of information form and the HMIS consumer notice can be found on the [DEHCR website](#).

Lead-Based Paint Disclosure

Clients must be notified of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning. All appropriate parties must complete a lead-based paint disclosure form. A copy of the completed disclosure must be collected and retained in their file.

The lead-based paint disclosure form can be found on the [DEHCR website](#).

Case Notes

Grantees are required to have written records of their interactions with clients; they must be collected and retained in their file. Those written records may include observations, progress, goals, supportive services, etc.

Annual Income Recertification

Grantees must determine a household's annual income by examining at least two (2) months of source documents evidencing annual income (e.g. wage statement, interest statement, unemployment compensation statement) for the family in accordance with [24 CFR § 92.203\(b\)\(2\)](#). Annual income includes income from all persons in the household, except for live-in aides, foster children, and foster adults. A copy of the source verification documents must be collected and retained in their file.

Income must be recertified annually to continue their participation in the TBRA program. The annual redetermination process should begin 90-120 days in advance of the client's one-year anniversary date to ensure that the process is completed on time and that adequate notice is given to both the landlord and the client of changes in the household's eligibility and/or share of the rent.

When a TBRA client's income increases above 80% of CMI, the client is no longer allowed to continue receiving assistance. The Grantee must provide the client and landlord reasonable notice before assistance is terminated.

Third-Party Income Verification

Grantees must recertify a household's income using third-party source documentation for each participant. Third-party source documentation may include, but is not limited, paycheck stubs or other wage statements, interest statements, and/or unemployment or worker's compensation statements. A copy of the source re-verification documents must be collected and retained in their file.

Grantees must utilize [24 CFR § 5.609](#) to recertify annual income for all program participants.

It is recommended that all Grantees utilize the income determination and rent calculation form, which can be found on the [DEHCR website](#).

Zero-Income Affidavit

If the household does not have an income source at the time of recertification, the Grantee must require clients to sign a zero-income affidavit that attests that the information is true and accurate to the best of their knowledge.

Annual HQS Reinspection

Units must be annually reinspected to confirm that they still meet Housing Quality Standards (HQS). If a unit initially fails the inspection, the landlord may be given a reasonable amount of time to correct the deficiencies, or the client may elect to look for a different unit.

A lease renewal cannot be signed until the unit passes the HQS reinspection. An exception may be made for corrections to exterior paint during the winter in climates where the weather makes this impossible. The results of each inspection must be recorded on a HUD HQS reinspection form, which must be signed, dated, and retained in the client file.

All units must adhere to carbon monoxide and smoke detector requirements as stated in [24 CFR § 92.251](#).

The HQS inspection form (short and long versions) can be found on the [DEHCR website](#).

Household Size and Composition

Grantees must annually re-evaluate each client's household size and composition to determine if circumstances have changed for the household. If there are substantial changes, the Grantee must determine if the change is significant enough to warrant the household searching for a more suitable living unit.

Contract Renewal Explanation

Clients cannot receive more than 24 months of total assistance; however, contracts can be renewed subject to the availability of HOME funds. If a Grantee has a reason to extend a client's assistance beyond the 24-month threshold, they will need to complete the following items:

- Recertify the client's income and rental subsidy;
- Explain why the client needs to retain their assistance beyond 24 months; and
- Document how they are helping the client become self-sufficient and reducing their need for assistance.

The contract renewal explanation form can be found on the [DEHCR website](#).

Chapter 7: Ongoing Administration

Blending Funds

Grantees may blend TBRA program funds with other funding sources; for example, other state or federal rental assistance funds may be used to pay for the client's security deposit while TBRA program funds pay for the client's monthly rent. However, DEHCR recommends that Grantees do not utilize TBRA program funds in combination with other funding sources to pay for the same month's rent.

Plans to blend funds should be listed in the Grantee's application and discussed with DEHCR prior to implementation.

Changing Units

Clients may elect to move to another unit, as permitted by the lease. The rental assistance payment contract contains provisions that terminate the Grantee's agreement with the landlord when the household moves. To ensure that subsidies are not paid on units no longer occupied by an eligible client, the lease agreement must require that the client provide a minimum of 30 days' written notice to the Grantee and landlord regarding their plans to relocate.

Clients who wish to move must be issued another rental assistance coupon. The Grantee should follow the same procedures that were utilized when the original coupon was issued.

Interim Recertifications

Grantees may require clients to notify them if there are significant changes in income or family composition. If this occurs, the Grantee must:

- Complete an interim recertification.
- Incorporate any changes to the Grantee's subsidy/client's payment in the month following the completion of the interim recertification.
- Notify both the client and landlord in writing of any changes in rent payments.

If a client's household income increases enough that no subsidy payment would be generated, they may remain enrolled in the TBRA program for up to six (6) months or until the end of their program year, whichever occurs first.

If Grantees elect to recertify income with consistent regularity, please note that interim recertifications should be limited to every three months to reduce the administrative burden.

Recertification Thresholds

Grantees must annually re-evaluate each client's household size and composition to determine if circumstances have changed for the household. If there are substantial changes, the Grantee must determine if the change is significant enough to warrant the household to search for a more suitable living unit.

When a TBRA client's income increases above 80% of CMI, the client is no longer allowed to continue receiving assistance. The Grantee must provide the client and landlord reasonable notice before assistance is terminated.

Portability

Grantees may allow clients to use their subsidy within their service area boundaries or establish a portability policy that allows the use of the subsidy outside of their jurisdiction. If a Grantee permits portability of the subsidy, they must develop procedures that adhere to HOME regulations.

Unless portability is limited to neighboring counties, it may be impractical for the Grantee to oversee all administrative and programmatic requirements of that client's TBRA subsidy. Grantees may wish to make arrangements with another agency or PHA residing in the jurisdiction where the family relocates to manage the subsidy. The Grantee must consider the following components when establishing their portability policy:

- Develop protocols that require the Grantee to communicate with other TBRA grantee(s) in the relocation county to determine whether they have the capacity to enroll the client into their TBRA program or obtain permission to utilize their subsidy in the other Grantee's service area. All communication must be collected and retained in their file.
- Conduct initial and annual HQS inspections of the unit occupied by the client.
- Execute necessary documents with the household and landlord.
- Make security deposit, rent, and/or utility payments to the landlord and/or utility providers.

Unit Absences

Grantees are allowed to maintain a client's subsidy in the event of a prolonged absence from their unit, up to 180 consecutive calendar days, as stated in [24 CFR § 982.312](#). An example of a prolonged absence from a unit could be an unexpected hospitalization event, incarceration, etc.

If a program participant exceeds the allowable absence duration, Grantees must terminate the client from the TBRA program. The termination notice must be recorded, dated, and retained in the file.

Chapter 8: Financial Management

Financial Management

The Grantee and its Subrecipients must ensure compliance with regulations and requirements pertaining to the following key areas of financial management: allowable costs, source documentation, internal controls, budget controls, cost allocation plans, cash management, accounting records, procurement, property asset controls, and audits.

The Grantee and its Subrecipients must use TBRA program funds only for eligible activities and in accordance with the Department approved program budget. TBRA funds may not be used for activities other than those authorized in the regulations and approved by the Department. Furthermore, all expenditures must be in accordance with conditions such as funding ceilings and other limitations on TBRA eligible costs.

Grantees should establish policies and procedures for keeping backup documentation on expenditures as Grantees are required to provide access to financial statements, charts of accounts, and expenditure records upon request by representatives of the Department, HUD, and the Legislative Audit Bureau.

Tracking Funds

All funding sources from the Department must be tracked separately. Each expenditure billed to the TBRA contract must have backup documentation that can be produced upon request. Timesheets should show actual hours spent on TBRA eligible activities versus other non-TBRA activities. Payroll expenses should include documentation from timesheet to paycheck and should show allocation of hours worked by funding sources.

Indirect Cost Allocation

Indirect costs billed to the TBRA contract should follow standard accounting practices. Indirect costs, pursuant either to a federally approved indirect cost rate, or the election of a de minimis rate ([2 CFR § 200.414](#)) are allowable, but only up to the amount allowable in an agency's administration budget lines, regardless of the federal approved of de minimis rate. Backup documentation supporting these costs should be produced upon request.

Audit

The Grantee shall have a certified annual audit performed utilizing generally accepted accounting principles and generally accepted auditing standards. Any Grantee who is a non-Federal entity "that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year..." per [2 CFR § 200.501](#). The TBRA contract alone may not trigger this requirement; however, when combined with other Federally funded contracts, it may trigger this requirement if all Federal awards are equal to or greater than \$750,000.

If an audit is required by Federal law and if the Grantee is also the recipient of state funds under the same or a separate contract program, then the state funded programs shall also be included in the scope of the Federally required audit.

Governmental and non-profit Grantees, or their assignees, which receive state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

For information on the submission of the audit reporting package, please see the [Department of Administration's Single Audit Compliance Supplement](#) for details.

Chapter 9: Method of Payment

TBRA Payment Requests

Grantees may draw on Department funds as reimbursement of actual reported expenditures. To initiate the reimbursement process, Grantees must complete and submit a monthly TBRA payment request for their expenses on or before the 15th of each month following the end of the previous month. If the 15th day of the month falls on a Saturday, Sunday, or holiday, then the payment request is due on the first business day after the 15th of the month. Before submission, Grantees should review the payment request to ensure that the budget is not overdrawn. If any errors are identified, please contact the TBRA Program Manager.

If corrections need to be made to expenses reported in the past months, do not edit the expenses which have already been submitted and reimbursed. Past omissions of reimbursable expenses or match can be added to the current month's payment request. If previously reported expenses were reported incorrectly, those funds should be subtracted from any requested funds in the current month. If lead agencies identify unallowable costs that have been previously reimbursed, then they must notify the TBRA Program Manager to determine whether the funds must be returned to DEHCR Fiscal or can be replaced with other eligible expenses.

Minimum Threshold

Each payment request must abide by a \$100 minimum threshold. If there is less than \$100 of expenses in a month, those expenses should be held and reported on a later payment request when the combined expenses total at least \$100.

Submitting a final payment request is the only exception to the \$100 minimum threshold.

Email/Naming Convention

Each payment request should be submitted in its own email to the TBRA Program Manager as well as DOADEHCRFiscal@wisconsin.gov. The following naming convention should be used in the email subject line when submitting the monthly requests for reimbursement:

Contract Number, Grantee Name, Month of Request (Ex: TBRA 24-01 ABC Agency
October 2024)

Reallocation

DEHCR will review funding balances throughout each performance period and reserves the right to reallocate it as needed amongst TBRA Grantees. TBRA lead agencies have the right to reallocate funding as needed amongst their Subrecipients.

Reversion of Funding

If a Grantee does not expend their TBRA funds sixty (60) days after the expiration of the contract, they must relinquish all unspent funding back to the Department.

Final Payment Request

Grantees must submit a final payment request no later than sixty (60) days after the end date of the performance period of the agreement.

Chapter 10: Resources

Information on the following topics can be found at the resources listed below:

- Affirmative Action:
<https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>
- Annual Income Calculation Regulations:
<https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F>
- At-Risk of Homelessness Criteria:
<https://www.hudexchange.info/resource/1975/criteria-for-definition-of-at-risk-of-homelessness/>
- Balance of State Local Homeless Coalitions:
<https://www.wiboscoc.org/find-services.html>
- Continuum of Care Contact Information:
<https://www.hud.gov/states/wisconsin/working/cpd/coccontacts>
- CPD Income Eligibility Calculator and Income Limits:
<https://www.hudexchange.info/incomecalculator/>
- DEHCR Website:
<https://energyandhousing.wi.gov/Pages/AgencyResources/tbra.aspx>
- HOME Eligibility Release Form:
<https://www.hudexchange.info/resource/2586/home-program-eligibility-release-form/>
- HOME Lease Addendum:
<https://www.hudexchange.info/resource/2092/home-lease-addendum/>
- HOME Regulations:
<https://www.ecfr.gov/current/title-24/subtitle-A/part-92>
- HOME Rental Assistance Contract:
<https://www.hudexchange.info/resource/2099/home-rental-assistance-contract/>
- HOME Rental Assistance Coupon:
<https://www.hudexchange.info/resource/2100/home-rental-assistance-coupon/>
- HOME Request for Unit Approval:
<https://www.hudexchange.info/resource/2103/home-request-for-unit-approval/>
- Homelessness Criteria & Documentation Requirements:
<https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/>
- Housing Quality Standards (HQS) Inspection Form:
<https://www.hud.gov/sites/dfiles/OCHCO/documents/52580A.pdf>
- HUD Website:
<https://www.hudexchange.info/programs/home/topics/tbra/#policy-guidance-and-faqs>
- Lead-Based Paint:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines
- MBE/WBE Report:
https://energyandhousing.wi.gov/Documents/Housing/RHD/MBE_WBE_Report_APRIL_2020.xlsx

- Rent Reasonableness Checklist and Certification:
<https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/>
- SAM.gov:
<https://sam.gov/content/home>
- State Single Audit Guidelines:
[https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-\(SSAG\).aspx](https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-(SSAG).aspx)
- TBRA Application Example:
<https://www.hudexchange.info/resource/2128/tbra-applications-for-rental-assistance/>
- TBRA Budget Worksheet:
<https://www.hudexchange.info/resource/2279/tbra-budget-worksheet/>
- TBRA Set-Up Form and Instructions:
<https://energyandhousing.wi.gov/Documents/Housing/TBRA/TBRA%20Beneficiary%20Set-Up%20Form.doc>
- Verification of Alimony or Separation Payments:
<https://www.hudexchange.info/resource/2085/verification-of-alimony-and-separation/>
- Verification of Child Support Payments:
<https://www.hudexchange.info/resource/2087/verification-of-child-support-payments/>
- Verification of Employment:
<https://www.hudexchange.info/resource/2088/verification-of-employment/>
- Verification of Income from Business:
<https://www.hudexchange.info/resource/2104/verification-of-income-from-business/>
- Verification of Income from Military Service:
<https://www.hudexchange.info/resource/2106/verification-of-income-from-military/>
- Verification of Pensions and Annuities:
<https://www.hudexchange.info/resource/2107/verification-of-pensions-and-annuities/>
- Verification of Public Assistance Program:
<https://www.hudexchange.info/resource/2108/verification-of-public-assistance-program/>
- Verification of Recurring Cash Contribution:
<https://www.hudexchange.info/resource/2109/verification-of-recurring-cash-contributions/>
- Verification of Social Security Benefits:
<https://www.hudexchange.info/resource/2110/verification-of-social-security-benefits/>
- Verification of Unemployment Benefits:
<https://www.hudexchange.info/resource/2111/verification-of-unemployment-benefits/>
- Verification of Veterans Administration Benefits:
<https://www.hudexchange.info/resource/2112/verification-of-veterans-administrative-benefits/>
- Wisconsin Department of Agriculture, Trade and Consumer Protection Landlord – Tenant Resource Guide:
<https://datcp.wi.gov/Pages/Publications/LandlordTenantGuide.aspx>